REMARKS

Claims 1-4, 6-13 and 15-34 are pending. Claims 1-4, 6-10, 19, 21, 26-27, 31 and 34 have been amended. Support for the amendments is found at page 7, line 12.

Claims 1-4, 6-9, 21-22, 26, 31 and 34 have been rejected under 35 USC 101 as allegedly directed to non-statutory subject matter. Applicant respectfully traverses this rejection.

The claims have been amended to read "A computerized system" rather than a "computerized network" and a "computer readable storage medium" rather than a storage medium." The system uses a central core site and a computer storage medium through which a seller and purchaser operate. It is now believed that the present wording is compliant with the principles of section 101.

Claims 1-4. 6-16, and 15-34 have been rejected under 35 USC 112, second paragraph as allegedly indefinite.

The amendments to the claims have been made to address the Examiner's comments. This rejection is believed overcome.

Claim has been rejected under 35 USC 102(b) as allegedly anticipated by Schneck, et al. Applicant respectfully traverses this rejection.

Schneck is directed to a system for the protection of digital data like the digital data that codes a song that can be listened to on a computer or stereo. A music company wishing to sell its songs on the internet uses a system like that of Schneck to allow the computer user to down load a small amount of data and listen to a portion of the song. If the user likes the song, he can pay and download

the rest of the digital data and have the entire song (product). Portions of the product (digital data) are protected and portions of the product are not protected. In Schneck, the user is downloading the product itself.

This is different than the claimed invention wherein the purchaser is not downloading digital data of the product itself. In the present invention, the purchaser is seeking to download information in the form of levels of disclosure of a patent or trade secret relating to a product, but not the product itself. The levels of disclosure are described in the specification as being a description of patents, sales presentations focusing on the benefits (but not necessarily the specifics) of the technology, with detailed text, pictures, samples or other items normally associated with an initial sales presentation. (page 13, lines 1-8), and information regarding ability to acquire and exploit technology (Fig. 2). At the end of the process, the purchaser may obtain a full disclosure of the technology. (page 13) and enter into a contract relative to the patent or trade secret.

Schneck is only directed to a system for controlling access and re-distribution of digital data such as software.

The problems associated with transfer of rights in a patent or trade secret are very different than the problems associated with software pirating of data. The varying levels of disclosure in Schneck are not designed to entice a perspective purchaser to purchase rights in a patent or trade secret or help a seller distinguish a curious purchaser from a serious qualified purchaser. The varying levels of disclosure in Schneck are designed to protect portions of digital data from being downloaded.

The Examiner refers to Schneck as disclosing intellectual property. A careful reading of column 34, lines 29-41 reveals that the term, "intellectual property" as it is used in Schneck, is used loosely to refer to the physical **data or product and not the actual patent or trade secret**. Schneck describes how it can help intellectual property owners of digital data ...

> "the invention offers the intellectual property owner the opportunity to restrict access and use of his or her **data** beyond the protections that may be available in law."

The protections at law that Schneck is referring to are the patent laws that are enforced by the courts. The protection Schneck offers is preventing the actual product itself, which is the digital data, from being distributed so that the court system of patent laws will not even have to be utilized to prevent making using or selling of the product. This is important to note because it illustrates the differences between protecting the product (Schneck) and the patented or trade secret information relating to the product (the presently claimed invention).

As explained above, Schneck states that it offers protection (control of data distribution) beyond that available in law in the courts. This helps us to better understand the quote,

> "The protection offered by the present invention may be used to enforce rights in intellectual property whether the protection *at law* is categorized as copyright, trade secret, contract, or something else. The cost benefit tradeoff of seeking protection at law must be made by those with vested interest in the intellectual property"

The protection offered by Schneck of the data itself is clearly described in Schneck as being different than the protection of information relating to the products, such as patents or trade secrets, and termed by Schneck as protections at

law. Note that Scheck loosely uses the term intellectual property to refer to the product itself above. Scheck also states:

> "The mechanisms discussed herein are technical in nature and are independent of any form of legal protection –a purely technological approach has been presented to controlling access to data." Schneck col. 34.

Based on the amendments to the claims that more clearly distinguish the invention from Schneck and a better understanding of the Schneck disclosure, it is submitted that the present invention is distinguishable from Schneck.

Reconsideration and allowance are respectfully requested.

Respectfully submitted,

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By

Caroline Nash, Reg. No. 36, 329
Nash & Titus, LLC
21402 Unison Road
Middleburg, VA 20117
(540) 554-4551
Customer No. 30951